

1952

MEMORANDUM OF AGREEMENT

Inhabitants of the Town of Southborough acting through its
Board of Health and L. Preston Andrews re Garbage Collection

MEMORANDUM OF AGREEMENT made this first day of April, 1949, by and between The Inhabitants of the Town of Southborough, acting through their Board of Health, party of the first part, and L. Preston Andrews, of Westborough, Massachusetts, party of the second part.

The party of the second part hereby agrees that for a period of three (3) years from the date hereof, he will collect all garbage from all stroes, restaurants, lunchrooms and other establishments in which food is sold for consumption on the premises, schools and private residences in that part of the Town of Southborough designated and established by the Board of Health of said Town, as shown on a plan on file in the Office of the Clerk of said Town, such collections to be made under the following terms and conditions:

(1) Collections shall be made by the party of the second part once each week.

(2) Between the 15th day of August and the 30th day of September in each year during the term hereof, such collections shall be made twice each week if so requested by the Board of Health of the parties of the first part.

(3) Such collections shall be made by the party of the second part in covered, all-metal-body trucks or vehicles.

(4) The party of the second part shall keep all such trucks, vehicles or other equipment used in such collections, in clean and sanitary condition at all times during the term hereof.

(5) The Board of Health of the parties of the first part shall have the right, at any time, to inspect any and all such trucks, vehicles and equipment and may issue such order or orders as, in the opinion of said Board, will improve the cleanliness and sanitary condition of such trucks, vehicles or equipment so used.

(6) If the party of the second part shall neglect or refuse to make any collection as required hereunder, the parties of the first part, acting by, through or under their Board of Health, may, at any time during the term hereof, at the option of said Board,

(a) Cancel this agreement as of the date of such refusal or neglect; or

(b) Employ, for such period of time as such neglect or refusal may continue, such other person, firm or corporation as said Board may desire, to remove such garbage in the manner required hereunder and may deduct from any payments then due, or to become due to the party of the second part, or from the cash deposit hereinafter referred to, the reasonable cost incurred in the employment of such other person, firm or corporation during the period of such neglect or refusal.

(7) (7) The party of the second part will give to the parties of the first part a bond in the sum of Two hundred fifty and 00/100 (\$250.00) Dollars to guarantee the faithful performance hereof, said bond to be in the form of a cash deposit in the Westborough Savings Bank in the name of the party of the second part, the passbook for which shall be delivered to and held by the Town Clerk of the parties of the first part until full and complete performance hereof.

(8) The parties of the first part, during the term hereof, or during the faithful performance of the conditions hereof, shall pay to the party of the second part, the sum of Four Thousand Eight hundred and no/100 (\$4800.00) Dollars in equal monthly installments of One Hundred thirty-three and 33/100 (\$133.33) Dollars each, said monthly installments to be paid by the parties of the first part to the party of the second part on the first Saturday following the first Friday of each month during the term hereof, the last payment to be made on the first Saturday of April, 1952.

IN WITNESS WHEREOF, the Inhabitants of the Town of Southborough, acting by, through and under their Board of Health, and L. Preston Andrews of Westborough, hereunto set their hands and seals this on the day and year first above written.

INHABITANTS OF THE TOWN OF
SOUTHBOROUGH

By

Theodore H. Ingalls
.....

Timothy P. Stone
.....

Rosevelia Hall Bond
.....

Board of Health for the Town of
Southborough

L. Preston Andrews
.....

Inhabitants of the
Town of Southborough
acting through
its
Board of Health

and
L. Preston Andrews

MEMORANDUM OF
AGREEMENT

1952

Alfred W. Howes

TAYLOR & FOLEY
COUNSELLORS AT LAW
~~128 SUMMER STREET~~
BOSTON, MASS.

41 Tremont Street

February 5th, 1926

RE. CLAIM OF ELIOT N. JONES VS. TOWN OF SOUTHBORO

Eliot N. Jones in passing another car on the road leading from Marlboro to Nobscot, in ~~Framingham~~ ^{Southboro}, which is an extension of Edmands St. in Framingham, struck a stone projecting from the southerly bank of the highway, as he claimed, into the travelled portion of the road. When his automobile struck the stone it was thrown from one side into the other car, apparently, and considerable damage was done. Some repairs had to be made on the spot before he could remove the car. He sent due notice of the accident to the Town Clerk, Mr. Fairbanks, together with a letter. The Town Clerk, with a notation, respectfully referred the matter to me for attention.

I looked into the matter, and had some correspondence and conferences with Stone & Jones, attorney for the plaintiff. The stone in question is a large one, very near the edge of the travelled part of the highway, which isn't very wide, and although the stone is partly hidden by shrubs and weeds it can be seen in a photograph taken at the spot. Mr. Gould and I both looked over the grounds, and although the question of liability was a close one, and fairly arguable, I finally gave, as my opinion, that the Town was not liable, and I wrote Stone & Jones my opinion and decision in the matter. I think probably they will drop the matter for I have not heard from them since the early part of the year. The charge was \$10. After expense of postage, stationery, gasoline, wear and tear of automobile etc., the town counsel probably found nothing left for his time or skill.

RE. LITIGATION OF THE NEW ENG. TEL. & TEL. CO.

On April 1st, 1924 the New Eng. Tel. & Tel. Co. filed with the Public Utilities Commission schedules of rates and charges, and asking for an increase in Massachusetts amounting to about \$860,000. The company claimed it needed this amount to pay expenses and dividends. I attended these hearings, and collaborated with counsel, opposing the increase, although it seemed to me that some increase should reasonably be allowed under all the circumstances. The Commission finally allowed about half of the rate increase sought. In the above matter, I made no charge and received no compensation whatever from the Town or otherwise.

In Dec., 1924, the New Eng. Tel. & Tel. Co. filed a new schedule of rates and charges. This time for an increase in Massachusetts totalling \$9,000,000. This seemed unreasonable and extravagant on the part of the company, and I entered an appearance for the Town of Southboro, worked on the preparation for defense, attended hearings, collaborated with other counsel, as I recall there were nearly 200 cities and towns in Massachusetts represented. As things progressed, the facts and evidence in respect to the rates and the subsidiary relations of the New Eng. Tel. & Tel. Co. to the American Tel. Co., and its contracts with the Western Electric Co., etc. grew endless and complicated, but I need not go into these details since your firm represented the Tel. Co. Suffice it to say that we turned the laboring oar over to Sullivan, counsel for Boston since

Boston was the most interested and had the most money to spend, and we collaborated and co-operated with him. There were meetings of counsel and officials, and later the question of putting it up to the Governor, etc. I personally had some conferences with the President of the American Tel. Co., whom I know intimately. I also went to see him in New York. The attitude of the Public Utilities Commission seemed to be to give the Tel. Co. whatever they asked for and place an unreasonable burden on the public. The judgment of the Commission seemed hasty and not well considered in all respects. There are two or three strong grounds for re-consideration and, as you know, the matter has been appealed to the Interstate Commerce Commission.

The City of Boston has spent about \$50,000. in this litigation, and is, apparently, ready to spend half as much again. If we had let Sullivan directly represent our Town he would probably have sent us a bill of from five hundred to a thousand dollars. I charged the Town \$130.

RE. INVESTIGATION OF CONTRACT FOR REPAIRS OF PETER'S HIGH SCHOOL BUILDING

A Committee was appointed by the Town, Mr. Butler, chairman, to investigate the above matter. He employed me as Town Counsel in the investigation. I secured the contracts and specification, after endless chasing about to locate them, examined the repairs, had numerous conferences with Mr. Butler and with the contractor, Mr. Miller, and the School Committee. Had a hearing at the Town Hall with witnesses and members of both the old and new School Committees, examined the legal rights of the situation, checked up with the State Inspectors, etc. For this, there was no charge to the Town, nor anyone else. I did this mostly on Saturdays, Sundays and evenings, and as usual, saved the Town money whenever I could without too great financial expense and loss to myself.

RE. DISPUTE BETWEEN FIRE DEPT. AND LICENSING BOARD

Some complicated questions arose as to license of garages, gasoline storage tanks, etc. It involved a lot of legal work, and after exhaustive study the law seemed rather ambiguous, so in addition, it was necessary to find out the custom and procedure in these matters. I finally succeeded in straightening the matter out. It was a petty but difficult question. No charge was made.

OTHER MATTERS

It will take too long to enumerate other matters on which legal services were rendered without any charge. Question of the rights and liabilities in respect to ~~some rules~~ ^{Steam Roller} came up in the Highway Dept.. Questions of rights and procedure of Town Officials came up with respect to the Selectmen and other departments which I looked up and answered. Bills

came up before the Legislature to be defended, and other bills of the Legislature, beneficial to the Town, which required aid and support.

In general, all legal questions concerning my own department, namely, the Board of Selectmen, I have taken care of always free of charge, for I felt it my duty to do so, and the Town might naturally expect that I would be willing to do this. In the same way, I have taken care of many legal questions for other departments of the Town. It takes considerable time to follow the Legislative program at the State House each year, but I have done this and looked after the interests of the Town in this respect without charge, for which the Town paid Mr. Butterick from three to five hundred dollars per annum before my election to the Board, and I think for one year thereafter.

It is obvious to anyone who knows the facts that I have considered the interests of the Town at all times, and saved money for it when I could. When we have employed outside counsel, it has proved very expensive for the Town, compared with my modest charges, for no good lawyer would do the work I have done for the charges I have made.